

BILL NO. S-76-10-17

SPECIAL ORDINANCE NO. S-18976

AN ORDINANCE approving a contract with Brooks Construction Company, for Improvement Resolution No. 5728-1976.

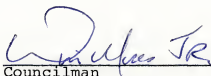
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 22, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Brooks Construction Company, for :

Resolution No. 5728-1976: By resurfacing, improving curbs and restoring pavement on three street in the 4th and 5th Councilmanic Districts, as described on the attached resolution,

for a total cost of \$42,222.40, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 10-12-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 10-26-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ ~~(SPECIAL)~~ ~~(APPROPRIATION)~~

ORDINANCE ~~(RESOLUTION)~~ No. S-189-76 on the 26th day of Oct., 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of October, 1976, at the hour of 6:00 o'clock _____ M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-76-10-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Brooks Construction Company, for Improvement
Resolution No. 5728-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.
Donald J. Schmidt
Vivian G. Schmidt
Paul M. Burns
William T. Hinga

1026-76 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works
city-county building
one main street
fort wayne, indiana 46802

September 3, 1976

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Concerning the 1976 Resurfacing Program, bids have been received on the Third, Fifth and balance of the Fourth Councilmanic phases. Contracts are being prepared as follows:

Third District - Resolution 5727 - Wayne Asphalt & Construction
\$80,214.40
for:

Brook Street - Eastbrook Drive to Terrace Road
Eastbrook Drive - Oakridge Road to Brook Street
Fairhill Road - Huffman Boulevard to Archer Avenue
Margaret Avenue - Archer Avenue to Poinsette Drive
Emerson Avenue - Cherokee Road to Tyler Avenue
Runnion Avenue - Spring Street to Emerson Avenue
Fourth Street - Wells Street to Spy Run Avenue
Harris Road - Goshen Road to 350' north

Fourth/Fifth Districts - Resolution 5728 - Brooks Construction Company
\$42,222.40
for:

Fairfield Avenue - Rudisill Boulevard to Pettit Avenue
Webster Street - Hollis Lane to Crown Lane
Kingsway Drive - Pacific Drive to Wohama Drive

As in the past, due to the short construction season and the need for the contractor to schedule his work, the Board respectfully requests a "Prior Approval" so work can be done this year.

Special Ordinances for formal approval of the contracts will be submitted as soon as documents are prepared and executed.

The Common Council
September 3, 1976
Page 2

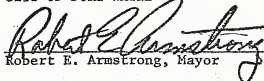
As a point of information, bids are being received September 15
for the Sixth Councilmanic phase of the resurfacing project.

Sincerely,

BOARD OF PUBLIC WORKS

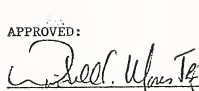

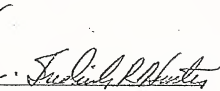

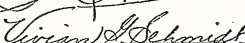
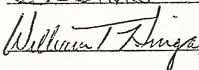
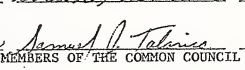

Henry F. Wehrenberg, Chairman

CITY OF FORT WAYNE

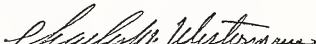

Robert E. Armstrong, Mayor

/eis

APPROVED:

  
 
 
MEMBERS OF THE COMMON COUNCIL

ATTEST:


Charles W. Westerman, City Clerk

PROJECT 1976 Resurfacing: Three Streets in the 4th & 5th Councilmanic
 DATE Sept. 2, 1976 RES. NO. 5728-1976

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
 FORT WAYNE INDIANA

MATERIAL

AL ASPHALT

CONTRACTORS			ESTIMATE	EXTENSION	Brooks CONSTRUCTION			WAYNE ASPHALT AND CONSTRUCTION			L.W. DAILEY INC.			HIPS KIND ASPHALT CORP.			REITH-RILEY		
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT	
3	Ton	Joint and Crack Sealer	500 00	1,500 00	390 00	1,170 00		495 00	1,485 00		500 00	1500 00		400 00	1,200 00		510 00	1,530 00	
900	S.Y	Pavement Removal	5 00	4,500 00	3 50	3,150 00		2 10	1,890 00		3 00	2700 00		1 50	1,350 00		1 66	1,440 00	
1,468	Ton	Hot Asphalt #11 Binder	22 00	32,296 00	12 25	17,983 00		13 45	19,744 50		17 20	19,777 60		13 50	19,818 00		15 00	22,020 00	
1,144	Ton	Hot Asphalt A-2 City Mix	23 00	26,312 00	13 85	15,844 40		13 95	15,958 20		14 00	16,016 00		14 50	16,588 00		17 20	20,363 20	
19	Ea.	Water Valve Adjusted and Set to Grade	60 00	1,140 00	25 00	475 00		24 00	456 00		25 00	475 00		40 00	760 00		54 00	1,026 00	
17	Ea.	Manhole Adjusted and Set to Grade	150 00	2,550 00	100 00	1,700 00		95 00	1,615 00		100 00	1700 00		100 00	1,700 00		88 00	1,496 00	
19	Ea.	Catch Basin Adjusted and Set to Grade	150 00	2,850 00	100 00	1,900 00		95 00	1,805 00		100 00	1900 00		125 00	2,375 00		88 00	1,472 00	
						\$42,222 40			\$42,954 00			43,668 40						49,597 20	
				71,148 00															
							40.65%											30.36%	
							UNDER											UNDER	
									39.63%			38.62%			43,791 00				
									UNDER			UNDER							
															38.45%				
															UNDER				

63 - 292 - 10 9/2/76

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING.
RATIFICATION

This Agreement, made and entered into this 22 day of September, 1976

by and between-----

-----BROOKS CONSTRUCTION COMPANY-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5728-1976: By resurfacing, improving curbs and restoring
pavement on three street in the 4th and 5th Councilmanic Districts, as described
on the attached resolution.

by grading and paving the roadway to a width of XXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5728-76 XXXXXXXXXXXXXXXXXXXXXXXXXXXX
and at the following price per lineal foot:

At the following prices

Joint and Crack Sealer	Three hundred ninety dollars and no cents, per ton	\$ 390.00
Pavement Removal	Three dollars and fifty cents, per square yard	3.50
Hot Asphalt #11 Binder	Twelve dollars and twenty-five cents, per ton	12.25
Hot Asphalt A-2 City Mix	Thirteen dollars and eighty-five cents, per ton	13.85
Water Valve Adjusted and Set to Grade	Twenty-five dollars and no cents, per each	25.00
Manhole Adjusted and Set to Grade	One hundred dollars and no cents, per each	100.00
Catch Basin Adjusted and Set to Grade	One hundred dollars and no cents, per each	100.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5728-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before November 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said _____ date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 15th day of September, 1976

BROOKS CONSTRUCTION COMPANY

BY: Robert F. Brooks

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Wicksburg
Edward H. P. M.

Robert A. Mather
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

Henry W. Brown
CITY ATTORNEY
Approved

GUARANTY BOND

Know All Men by These Presents, That we-----

-----BROOKS CONSTRUCTION COMPANY-----Contractors

as principal, and-----

-----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY-TWO THOUSAND,
TWO HUNDRED TWENTY TWO DOLLARS AND FORTY CENTS-----

-----(\$42,222.40)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----BROOKS CONSTRUCTION COMPANY-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. No. 5728-1976-----~~street from~~ To improve by resurfacing, improving
curbs and restoring pavement on three streets in the 4th and 5th Councilmanic
Districts, as described on the attached resolution.-----

-----according to certain plans and specifications, and
also warranting and guaranteeing the work, ^{for a period of three years} material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

BROOKS CONSTRUCTION COMPANY-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 15th day of September 1976-----

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY (SEAL)

BY: N. Richard Boerger

BY: Robert R. R... (SEAL)

N. RICHARD BOERGER

ITS: ATTORNEY-IN-FACT

ITS: R... (SEAL)

Approved this 22 day of September, 1976-----

Henry P. Wickhamberg
Ernest H. R...

Wayne J. Scott
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

Sam J. R...
CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we -----

-----BROOKS CONSTRUCTION COMPANY-----

as principal, and -----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY TWO
THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND FORTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$42,222.40)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 15th day of September 1976

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY (SEAL)

BY: N. Richard Boerger
N. RICHARD BOERGER

BY: Robert F. Jock (SEAL)

ITS: ATTORNEY-IN-FACT

ITS: Pres. (SEAL)

(SEAL)

Approved this 22 day of September, 1976

Henry P. Weinberg
Edward H. Larson

APPROVED AS TO FORM AND LEGALITY

Raymond P. ...
CITY ATTORNEY

Board of Public Works.

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

----- N. RICHARD BOERGER and RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A: D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D. 19 74, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 15th

day of September, A. D. 19 76

(SEAL)

Stanley L. Riegel
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Brooks Construction - Res. 5728-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract with Brooks Construction Company in amount of

\$42,222.40 covers Resurfacing Project in Fourth and Fifth Councilmanic Districts on
streets as shown on attached "Prior Approval".

Bids were received as follows:

Brooks Construction -----	\$42,222.40
Wayne Asphalt -----	42,954.40
Dailey Asphalt -----	43,668.60
Hipskind Asphalt -----	43,791.00
Rieth-Riley -----	49,547.20

(SEE ATTACHED PRIOR APPROVAL AND TABULATION)

EFFECT OF PASSAGE Streets Resurfaced

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to City from Revenue

Sharing - \$42,222.40

ASSIGNED TO COMMITTEE Public Works John